

JUDGE FRANKLIN BURGESS

September 9, 2004
 By BRUCE RIFKIN, Clerk
S. Grant Zachary Deputy

NO. CR03-0343FDB

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**ERIK DERI,
TANYA DERI,
aka TANYA MARTIN,
aka TANYA DEREI,
YUVAL DEREI, and
YOSEF NAHUM,
aka JOSEF NAHUM,
aka JOE NAHAM,
aka YOSI DEREI,
aka AVNERY YOSEFY,
aka RAYMOND NIELSEN,
aka NIELSEN RAYMOND,
Defendan**

03-CR-00343-INDf

1. Beginning at a time uncertain, but in or about May 2002, and continuing until on or about July 15, 2003, within the Western District of Washington, and elsewhere, ERIK DERI, TANYA DERI, (aka TANYA MARTIN, aka TANYA DEREI), YUVAL DEREI, and YOSEF NAHUM, (aka JOSEF NAHUM, aka JOE NAHAM, aka YOSI DEREI, aka AVNERY JOSEFY, aka RAYMOND NIELSEN,

1 aka NIELSEN RAYMOND) did knowingly and willfully conspire, combine,
2 confederate, and agree together with others, known and unknown, to commit offenses
3 against the United States, to wit: wire fraud, in violation of Title 18, United State Code,
4 Section 1343, and interference with commerce by extortion, in violation of Title 18,
5 United States Code, Section 1951, and committed acts in furtherance of that
6 conspiracy.

7 **B. Background**

8 At all times material herein,

9 2. Nationwide Nationwide Moving Systems, LLC ("Nationwide"), (aka
10 Northstar Moving & Storage, aka American Star Moving & Storage) was a moving
11 company that was owned by ERIK DERI and TANYA DERI, and was operated from
12 offices in the Western District of Washington (Kirkland and Woodinville,
13 Washington), and engaged in the interstate transportation of household goods
14 ("goods") for members of the public, an industry that affects interstate commerce;

15 3. ERIK DERI was a resident of the Western District of Washington, and was
16 an owner, officer, and manager of Nationwide, who exercised management authority
17 and control over Nationwide and its employees;

18 4. TANYA DERI was a resident of the Western District of Washington, and
19 was an owner, officer, and manager of Nationwide, who exercised management
20 authority and control over Nationwide and its employees, including supervision of the
21 processing of customer claims against Nationwide;

22 5. YUVAL DERI was a resident of the Western District of Washington, and
23 was a manager and supervisor for Nationwide, who provided estimates to Nationwide
24 customers and direction to Nationwide employees; and

25 6. YOSEF NAHUM was a resident of the Western District of Washington,
26 and was a manager, supervisor and sometimes foreman for Nationwide, who provided
27 estimates to Nationwide customers and direction to Nationwide employees.
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1 **C. Object of the Conspiracy**

2 7. It was the object of the conspiracy for the defendants to unjustly enrich
3 themselves by luring potential customers into doing business with Nationwide by
4 offering the customers low moving estimates or by purchasing moving jobs bid by
5 other companies, subsequently inflating the prices of the moves, and thereafter
6 withholding delivery of the customers' goods until customers paid inflated prices to
7 Nationwide.

8 **D. Manner and Means of the Conspiracy**

9 8. It was part of the conspiracy that the defendants falsely represented
10 Nationwide to the public as a reputable, insured, licensed and authorized moving
11 company when, in fact, Nationwide was never properly licensed or authorized by either
12 the State of Washington or the federal authorities and was never adequately insured for
13 the carriage of household goods.

14 9. It was further part of the conspiracy that Nationwide moving crews,
15 including YOSEF NAHUM and others, would use rental trucks that were not
16 adequately insured for the authorized carriage of household goods. It was also the
17 customary practice of Nationwide crews to disconnect the odometers in order to
18 conceal the actual mileage on rental trucks used by Nationwide to conduct interstate
19 moves.

20 10. It was further part of the conspiracy that ERIK DERI, TANYA DERI,
21 YUVAL DERI, YOSEF NAHUM, and other Nationwide employees intentionally
22 provided low moving estimates to potential customers to induce them to hire
23 Nationwide to move their goods. These estimates were transmitted from Nationwide
24 and its owners and employees to potential customers through wire communications via
25 telephone, facsimile or electronic mail ("e-mail").

26 11. It was further part of the conspiracy that Nationwide and ERIK DERI,
27 TANYA DERI, YUVAL DERI, and YOSEF NAHUM also obtained some of their
28 customers by purchasing moving jobs that had been estimated by other companies and

1 sold to the customers on the basis of those estimates. Nationwide would intentionally
2 fail to inform these customers that it had purchased their jobs, however, until after
3 Nationwide had picked up and loaded the customers' goods, at which time Nationwide
4 employees would advise the customers that the estimate would not be honored by
5 Nationwide and that the customer must instead pay the higher price demanded by
6 Nationwide.

7 12. It was further part of the conspiracy that ERIK DERI, TANYA DERI,
8 YUVAL DEREI, and YOSEF NAHUM supervised Nationwide employees who
9 conducted the actual moves, and instructed those employees in techniques designed to
10 extort Nationwide customers and obtain payments far in excess of the estimates
11 previously provided to the customers. Those techniques included, but were not limited
12 to, those identified in paragraphs 13 through 17, below.

13 13. It was further part of the conspiracy that Nationwide moving crew
14 members, including YOSEF NAHUM and others, attempted to obtain the signatures of
15 Nationwide customers on blank or incomplete bills of lading and other documents
16 when they arrived to load the goods in order to "document" falsely the increases in
17 moving costs to the Nationwide customers.

18 14. It was further part of the conspiracy that, once the Nationwide moving
19 crew members, including YOSEF NAHUM and others, had loaded the customer's
20 goods onto the moving trucks, YOSEF NAHUM and others employed by Nationwide
21 would notify the customer of a falsely inflated price for the move by claiming, among
22 other things, that the customer's goods occupied more cubic feet or weighed more than
23 had been originally estimated. In doing so, the Nationwide employees would also
24 switch pricing methods (from cubic feet to weight, or weight to cubic feet) for the
25 purpose of confusing the customer and facilitating false inflation of the price.

26 15. It was further part of the conspiracy that once the Nationwide moving
27 crew members, including YOSEF NAHUM and others, had loaded the customer's
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1 goods onto the moving trucks, YOSEF NAHUM and others employed by Nationwide
2 would notify the customer of a falsely inflated price for the move
3 based on overcharging the customers for unnecessary packing materials.

4 16. It was further part of the conspiracy that Nationwide moving crews,
5 including YOSEF NAHUM and others, would threaten to unload the goods of the
6 Nationwide customer at the pick-up location, and impose a charge for the same, if the
7 customer did not agree to pay the inflated price demanded by the Nationwide moving
8 crew.

9 17. It was further part of the conspiracy that the officers and employees of
10 Nationwide would delay notifying customers of the inflated moving prices until after
11 their goods were loaded because the customers would more likely conclude at that
12 point that they had no choice but to pay the inflated price for reasons that could
13 include, but were not limited to: the customers' inability to make hasty alternative
14 moving arrangements; the need to relocate on schedule to start a job in a new locale;
15 the inability to alter other previously scheduled travel arrangements without a financial
16 penalty; and/or the lack of housing options because the customer's lease had expired or
17 home had been sold.

18 18. It was further part of the conspiracy that once a customer's goods were in
19 the possession of Nationwide, officers and employees of Nationwide, including ERIK
20 DERI, TANYA DERI, YUVAL DEREI, YOSEF NAHUM and others, would threaten
21 Nationwide customers that their goods would not be delivered unless they paid the
22 inflated moving price demanded by Nationwide.

23 19. It was further part of the conspiracy that ERIK DERI, TANYA DERI,
24 YUVAL DEREI, and YOSEF NAHUM refused to address customers' repeated
25 complaints about the inflated prices for their moves and/or lied to the customers about
26 the delivery of their goods, transmitting the false and misleading information by means
27 of interstate wire communications.
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1 20. It was further part of the conspiracy that the household goods of some
2 Nationwide customers were stolen by Nationwide managers and employees, including
3 TANYA DERI and ERIK DERI.

4 21. It was further part of the conspiracy that the household goods of many
5 Nationwide customers were mishandled and badly damaged while entrusted to
6 Nationwide. Under the supervision of TANYA DERI, it was Nationwide's practice to
7 resist customer claims and avoid payment for damage or loss of customers' household
8 goods.

9 22. It was further part of the conspiracy that the owners and employees of
10 Nationwide used false names and at least one false identity in furtherance of the
11 conspiracy, and made false and misleading statements to the Immigration and
12 Naturalization Service, the Immigration and Customs Enforcement Service, and the
13 Citizenship and Immigration Service regarding the work activity of YOSEF NAHUM
14 and YUVAL DERI.

15 **E. Overt Acts**

16 In furtherance of the conspiracy and to achieve the objects thereof, at least one
17 of the co-conspirators committed or caused to be committed, in the Western District of
18 Washington and elsewhere, at least one of the following overt acts, among others:

19 23. On or about July 17, 2002, a Nationwide moving crew loaded the goods of
20 R. & J.B. onto a moving truck for an interstate move, and, once the goods were so
21 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
22 TANYA DERI, YOSEF NAHUM and others, inflated the price of the interstate move
23 from the original low estimate of \$4,434.00 to an inflated price of \$14,000.00, and
24 attempted to induce the customers to pay the inflated price out of fear of economic
25 harm if they did not.

26 24. On or about August 15, 2002, a Nationwide moving crew loaded the goods
27 of T. & A.W. onto a moving truck for an interstate move, and, once the goods were so
28 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,

1 TANYA DERI, YOSEF NAHUM and others, inflated the price of the interstate move
2 from the original low estimate of \$1,100.00 to an inflated price of \$3,915.00, and
3 attempted to induce the customers to pay the inflated price out of fear of economic
4 harm if they did not.

5 25. On or about August 16, 2002, a Nationwide moving crew loaded the goods
6 of R.R. onto a moving truck for an interstate move, and, once the goods were so
7 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
8 TANYA DERI, YOSEF NAHUM and others, inflated the price of the interstate move
9 from the original low estimate of \$4,222.12 to an inflated price of \$25,530.00, and
10 attempted to induce the customer to pay the inflated price out of fear of economic harm
11 if he did not.

12 26. On or about August 29, 2002, a Nationwide moving crew loaded the goods
13 of T.S. onto a moving truck for an interstate move, and, once the goods were so loaded,
14 the Nationwide crew, at the direction and under the supervision of ERIK DERI,
15 TANYA DERI, YOSEF NAHUM and others, inflated the price of the interstate move
16 from the original low estimate of \$2,386.13 to an inflated price of \$15,000.00, and
17 attempted to induce the customer to pay the inflated price out of fear of economic harm
18 if he did not.

19 27. On or about September 14, 2002, a Nationwide moving crew loaded the
20 goods of K.G. onto a moving truck for an interstate move, and, once the goods were so
21 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
22 TANYA DERI, YOSEF NAHUM and others, inflated the price of the interstate move
23 from the original low estimate of \$1,275.00 to an inflated price of \$2,550.00, and
24 attempted to induce the customer to pay the inflated price out of fear of economic harm
25 if she did not.

26 28. On or about September 17, 2002, TANYA DERI, in the name of "Tanya
27 Martin," submitted to the Washington Utilities and Transportation Commission a
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1 fraudulent written "Household Goods Statement of Support" in support of an
2 application for a "Household Goods Carrier Permit".

3 29. On or about October 3, 2002, a Nationwide moving crew loaded the goods
4 of D. & D.H. onto a moving truck for an interstate move, and, once the goods were so
5 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
6 TANYA DERI, YOSEF NAHUM and others, inflated the price of the interstate move
7 from the original low estimate of \$2,800.00 to an inflated price of \$10,000.00, and
8 attempted to induce the customers to pay the inflated price out of fear of economic
9 harm if they did not.

10 30. On or about October 14, 2002, a Nationwide moving crew loaded the
11 goods of S.L. onto a moving truck for an interstate move, and, once the goods were so
12 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
13 TANYA DERI, YOSEF NAHUM and others, inflated the price of the interstate move
14 from the original low estimate of \$1,301.00 to an inflated price of \$3,000.00, and
15 attempted to induce the customer to pay the inflated price out of fear of economic harm
16 if she did not.

17 31. On or about October 17, 2002, a Nationwide moving crew loaded the
18 goods of B.V. onto a moving truck for an interstate move, and, once the goods were so
19 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
20 TANYA DERI, YOSEF NAHUM and others, inflated the price of the interstate move
21 from the original low estimate of \$1,279.80 to an inflated price of \$4,500.00, and
22 attempted to induce the customer to pay the inflated price out of fear of economic harm
23 if he did not.

24 32. On or about October 21, 2002, a Nationwide moving crew loaded the
25 goods of J.J. onto a moving truck for an interstate move, and, once the goods were so
26 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
27 TANYA DERI, YOSEF NAHUM and others, inflated the price of the interstate move
28 from the original low estimate of \$3,931.00 to an inflated price of \$16,000.00, and

1 attempted to induce the customer to pay the inflated price out of fear of economic harm
2 if he did not.

3 33. On or about November 5, 2002, a Nationwide moving crew loaded the
4 goods of A.T. onto a moving truck for an interstate move, and, once the goods were so
5 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
6 TANYA DERI, YOSEF NAHUM and others, inflated the price of the interstate move
7 from the original low estimate of \$770.00 to an inflated price of \$1,600.00, and
8 attempted to induce the customer to pay the inflated price out of fear of economic harm
9 if she did not.

10 34. On or about November 11, 2002, a Nationwide moving crew loaded the
11 goods of A.L. & K.M. onto a moving truck for an interstate move, and, once the goods
12 were so loaded, the Nationwide crew, at the direction and under the supervision of
13 ERIK DERI, TANYA DERI, YOSEF NAHUM and others, inflated the price of the
14 interstate move from the original low estimate of \$2,000.00 to an inflated price of
15 \$5,000.00, and attempted to induce the customers to pay the inflated price out of fear
16 of economic harm if they did not.

17 35. On or about November 15, 2002, a Nationwide moving crew loaded the
18 goods of R.B. onto a moving truck for an interstate move, and, once the goods were so
19 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
20 TANYA DERI, YOSEF NAHUM and others, inflated the price of the interstate move
21 from the original low estimate of \$1,498.75 to an inflated price of \$3,473.75, and
22 attempted to induce the customer to pay the inflated price out of fear of economic harm
23 if she did not.

24 36. On or about November 29, 2002, a Nationwide moving crew loaded the
25 goods of A.H. onto a moving truck for an interstate move, and, once the goods were so
26 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
27 TANYA DERI, YOSEF NAHUM and others, inflated the price of the interstate move
28 from the original low estimate of \$1,044.12 to an inflated price of \$7,043.00, and

1 attempted to induce the customer to pay the inflated price out of fear of economic harm
2 if he did not.

3 37. On or about December 10, 2002, a Nationwide moving crew loaded the
4 goods of R.M. onto a moving truck for an interstate move, and, once the goods were so
5 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
6 TANYA DERI, YOSEF NAHUM and others, inflated the price of the interstate move
7 from the original low estimate of \$2,180.25 to an inflated price of \$12,803.00, and
8 attempted to induce the customer to pay the inflated price out of fear of economic harm
9 if he did not.

10 38. On or about December 13, 2002, a Nationwide moving crew loaded the
11 goods of S.C. onto a moving truck for an interstate move, and, once the goods were so
12 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
13 TANYA DERI, YOSEF NAHUM and others, inflated the price of the interstate move
14 from the original low estimate of \$1,900.00 to an inflated price of \$6,400.00, and
15 attempted to induce the customer to pay the inflated price out of fear of economic harm
16 if she did not.

17 39. On or about December 17, 2002, a Nationwide moving crew loaded the
18 goods of J. and C.L. onto a moving truck for an interstate move, and, once the goods
19 were so loaded, the Nationwide crew, at the direction and under the supervision of
20 ERIK DERI, TANYA DERI, YOSEF NAHUM and others, inflated the price of the
21 interstate move from the original low estimate of \$2,500.00 to an inflated price of
22 \$5,300.00, and attempted to induce the customer to pay the inflated price out of fear of
23 economic harm if they did not.

24 40. On or about December 28, 2002, a Nationwide moving crew loaded the
25 goods of L.B. onto a moving truck for an interstate move, and, once the goods were so
26 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
27 TANYA DERI, YOSEF NAHUM and others, inflated the price of the interstate move
28 from the original low estimate of \$1,406.00 to an inflated price of \$3,784.00, and

1 attempted to induce the customer to pay the inflated price out of fear of economic harm
2 if she did not.

3 41. On or about December 30, 2002, a Nationwide moving crew loaded the
4 goods of P.T. onto a moving truck for an interstate move, and, once the goods were so
5 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
6 TANYA DERI, YOSEF NAHUM and others, inflated the price of the interstate move
7 from the original low estimate of \$850.00 to an inflated price of \$2,523.00, and
8 attempted to induce the customer to pay the inflated price out of fear of economic harm
9 if he did not.

10 42. On or about December 30, 2002, a Nationwide moving crew loaded the
11 goods of S. & D.G. onto a moving truck for an interstate move, and, once the goods
12 were so loaded, the Nationwide crew, at the direction and under the supervision of
13 ERIK DERI, TANYA DERI, YOSEF NAHUM and others, inflated the price of the
14 interstate move from the original low estimate of \$2,730.00 to an inflated price of
15 \$18,792.00, and attempted to induce the customers to pay the inflated price out of fear
16 of economic harm if they did not.

17 43. On or about December 31, 2002, Nationwide intentionally provided by
18 telephone an initial low estimate of \$1,316.00 to C. & J.M. in Oregon, intending to
19 entice them thereby to hire Nationwide to conduct an interstate move for which they
20 would later be charged an inflated price.

21 44. On or about January 1, 2003, Nationwide intentionally provided by
22 telephone an initial low estimate of \$1,300.00 to B.C. in Oregon, intending to entice
23 her thereby to hire Nationwide to conduct an interstate move for which she would later
24 be charged an inflated price.

25 45. On or about January 3, 2003, a Nationwide moving crew loaded the goods
26 of G.B. onto a moving truck for an interstate move, and, once the goods were so
27 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
28 TANYA DERI, YOSEF NAHUM and others, inflated the price of the interstate move

1 from the original low estimate of \$1,100.00 to an inflated price of \$2,533.00, and
2 attempted to induce the customer to pay the inflated price out of fear of economic harm
3 if she did not.

4 46. On or about January 27, 2003, a Nationwide moving crew loaded the
5 goods of B.C. onto a moving truck for an interstate move, and, once the goods were so
6 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
7 TANYA DERI, YOSEF NAHUM and others, inflated the price of the interstate move
8 from the original low estimate of \$1,300.00 to an inflated price of \$3,476.10, and
9 attempted to induce the customer to pay the inflated price out of fear of economic harm
10 if she did not.

11 47. On or about January 31, 2003, a Nationwide moving crew loaded the
12 goods of C. & J.M. onto a moving truck for an interstate move, and, once the goods
13 were so loaded, the Nationwide crew, at the direction and under the supervision of
14 ERIK DERI, TANYA DERI, YOSEF NAHUM and others, inflated the price of the
15 interstate move from the original low estimate of \$1,316.70.00 to an inflated price of
16 \$5,000.00, and attempted to induce the customers to pay the inflated price out of fear
17 of economic harm if they did not.

18 48. On or about February 1, 2003, Nationwide intentionally provided by
19 telephone an initial low estimate of \$1,200.00 to K.W. in Oregon, intending to entice
20 him thereby to hire Nationwide to conduct an interstate move for which he would later
21 be charged an inflated price.

22 49. On or about February 7, 2003, ERIK DERI, using the name "Matthew",
23 told Nationwide customer G.B. by telephone in Colorado that Nationwide would not
24 deliver G.B.'s goods unless she paid the inflated price of \$2,533.00 that Nationwide
25 had demanded.

26 50. On or about February 21, 2003, a Nationwide moving crew loaded the
27 goods of S. & E.A. onto a moving truck for an interstate move, and, once the goods
28 were so loaded, the Nationwide crew, at the direction and under the supervision of

1 ERIK DERI, TANYA DERI, YOSEF NAHUM and others, inflated the price of the
2 interstate move from the original low estimate of \$3,360.00 to an inflated price of
3 \$16,000.00, and attempted to induce the customers to pay the inflated price out of fear
4 of economic harm if they did not.

5 51. On or about February 24, 2003, a Nationwide moving crew loaded the
6 goods of K.W. onto a moving truck for an interstate move, and, once the goods were so
7 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
8 TANYA DERI, YOSEF NAHUM and others, inflated the price of the interstate move
9 from the original low estimate of \$1,200.00 to an inflated price of \$3,800.00, and
10 attempted to induce the customer to pay the inflated price out of fear of economic harm
11 if he did not.

12 52. On or about February 26, 2003, a Nationwide moving crew loaded the
13 goods of S.D. onto a moving truck for an interstate move, and, once the goods were so
14 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
15 TANYA DERI, YOSEF NAHUM and others, inflated the price of the interstate move
16 from the original low estimate of \$800.00 to an inflated price of \$964.00, and
17 attempted to induce the customer to pay the inflated price out of fear of economic harm
18 if she did not.

19 53. On or about February 27, 2003, a Nationwide moving crew loaded the
20 goods of J.M. onto a moving truck for an interstate move, and, once the goods were so
21 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
22 TANYA DERI, YOSEF NAHUM and others, inflated the price of the interstate move
23 from the original low estimate of \$800.65 to an inflated price of \$3,132.00, and
24 attempted to induce the customer to pay the inflated price out of fear of economic harm
25 if she did not.

26 54. On or about February 28, 2003, a Nationwide moving crew loaded the
27 goods of L.S. onto a moving truck for an interstate move, and, once the goods were so
28 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,

1 TANYA DERI, YOSEF NAHUM and others, inflated the price of the interstate move
2 from the original low estimate of \$1,296.75 to an inflated price of \$3,030.00, and
3 attempted to induce the customer to pay the inflated price out of fear of economic harm
4 if she did not.

5 55. On or about March 1, 2003, Nationwide intentionally provided by
6 telephone an initial low estimate of \$3,696.00 to A. & J.B. in California, intending to
7 entice them thereby to hire Nationwide to conduct an interstate move for which they
8 would later be charged an inflated price.

9 56. On or about March 3, 2003, ERIK DERI initially told Nationwide
10 customer J.M. by telephone in Louisiana that Nationwide would take J.M.'s goods to
11 an undisclosed location unless she paid the inflated price of \$3,132.00 that Nationwide
12 had demanded, and subsequently told her by telephone in Louisiana that she must pay
13 a "discounted price" of \$1,600.00 to receive her goods from Nationwide.

14 57. On or about March 7, 2003, a Nationwide moving crew loaded the goods
15 of C.S. onto a moving truck for an interstate move, and, once the goods were so
16 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
17 TANYA DERI, YOSEF NAHUM and others, inflated the price of the interstate move
18 from the original low estimate of \$2,251.80 to an inflated price of \$6,000.00, and
19 attempted to induce the customer to pay the inflated price out of fear of economic harm
20 if she did not.

21 58. On or about March 15, 2003, a Nationwide moving crew loaded the goods
22 of A.K. onto a moving truck for an interstate move, and, once the goods were so
23 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
24 TANYA DERI, YOSEF NAHUM, YUVAL DERI and others, inflated the price of the
25 interstate move from the original low estimate of \$1,750.00 to an inflated price of
26 \$2,990.00, and attempted to induce the customer to pay the inflated price out of fear of
27 economic harm if she did not.

1 59. On or about March 24, 2003, a Nationwide moving crew loaded the goods
2 of D.C. onto a moving truck for an interstate move, and, once the goods were so
3 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
4 TANYA DERI, YOSEF NAHUM, YUVAL DERI and others, inflated the price of the
5 interstate move from the original low estimate of \$1,100.00 to an inflated price of
6 \$2,200.00, and attempted to induce the customer to pay the inflated price out of fear of
7 economic harm if he did not.

8 60. On or about April 15, 2003, ERIK DERI and Nationwide intentionally
9 provided by e-mail an initial low estimate of \$3,850.00 to C.L.M. in Arizona, intending
10 to entice her thereby to hire Nationwide to conduct an interstate move for which she
11 would later be charged an inflated price.

12 61. On or about April 18, 2003, a Nationwide moving crew loaded the goods
13 of M. & S.A. onto a moving truck for an interstate move, and, once the goods were so
14 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
15 TANYA DERI, YUVAL DERI and others, inflated the price of the interstate move
16 from the original low estimate of \$480.00 to an inflated price of \$630.00, and
17 attempted to induce the customers to pay the inflated price out of fear of economic
18 harm if they did not.

19 62. On or about April 29, 2003, Nationwide intentionally provided by e-mail
20 and telephone an initial low estimate of \$800.00 to A.J. in California, intending to
21 entice her thereby to hire Nationwide to conduct an interstate move for which she
22 would later be charged an inflated price.

23 63. On or about May 13, 2003, a Nationwide moving crew loaded the goods of
24 K. & D.B. onto a moving truck for an interstate move, and, once the goods were so
25 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
26 TANYA DERI, YUVAL DERI and others, inflated the price of the interstate move
27 from the original low estimate of \$3,780.00 to an inflated price of \$8,400.00, and
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1 attempted to induce the customers to pay the inflated price out of fear of economic
2 harm if they did not.

3 64. On or about May 19, 2003, a Nationwide moving crew loaded the goods of
4 C.L.M. onto a moving truck for an interstate move, and, once the goods were so
5 loaded, the Nationwide crew, at the direction and under the supervision of ERIK DERI,
6 TANYA DERI, YUVAL DERI and others, inflated the price of the interstate move
7 from the original low estimate of \$3,850.00 to an inflated price of \$12,826.00, and
8 attempted to induce the customer to pay the inflated price out of fear of economic harm
9 if she did not.

10 65. On or about May 28, 2003, a Nationwide moving crew loaded the goods
11 of A.J. onto a moving truck for an interstate move, and, once the goods were so loaded,
12 the Nationwide crew, at the direction and under the supervision of ERIK DERI,
13 TANYA DERI, YUVAL DERI and others, inflated the price of the interstate move
14 from the original low estimate of \$800.00 to an inflated price of \$1,400.00, and
15 attempted to induce the customer to pay the inflated price out of fear of economic harm
16 if she did not.

17 66. On or about June 27, 2003, a Nationwide moving crew (then doing
18 business as American Star Moving), loaded the goods of N.K. onto a moving truck for
19 an interstate move, and, once the goods were so loaded, the American Star crew, at the
20 direction and under the supervision of ERIK DERI, TANYA DERI, YUVAL DERI
21 and others, inflated the price of the interstate move from the original low estimate of
22 \$1,595.00 to an inflated price of \$2,830.00, and attempted to induce the customer to
23 pay the inflated price out of fear of economic harm if she did not.

24 67. On or about July 1, 2003, a Nationwide moving crew (then doing business
25 as American Star Moving) loaded the goods of J.J. onto a moving truck for an
26 interstate move, and, once the goods were so loaded, the American Star crew, at the
27 direction and under the supervision of ERIK DERI, TANYA DERI, YUVAL DERI
28 and others, inflated the price of the interstate move from the original low estimate of

1 \$1,300.00 to an inflated price of \$3,400.00, and attempted to induce the customer to
2 pay the inflated price out of fear of economic harm if he did not.

3 68. On or about July 11, 2003, a Nationwide moving crew (then doing
4 business as American Star Moving) loaded the goods of C.R. onto a moving truck for
5 an interstate move, and, once the goods were so loaded, the American Star crew, at the
6 direction and under the supervision of ERIK DERI, TANYA DERI, YUVAL DERI
7 and others, inflated the price of the interstate move from the original
8 low estimate of \$1,428.70 to an inflated price of \$3,170.00, and attempted to induce
9 the customer to pay the inflated price out of fear of economic harm if she did not.

10 All in violation of Title 18, United States Code, Section 371.

11
12 **COUNTS 2 - 9**
13 **(Wire Fraud)**

14 **A. The Scheme to Defraud**

15 69. Paragraphs 1 through 22 are realleged and incorporated as though fully set
16 forth herein.

17 70. Beginning at a time uncertain, but in or about May 2002, and continuing
18 until July 15, 2003, within the Western District of Washington and elsewhere,
19 ERIK DERI, TANYA DERI, (aka TANYA MARTIN, aka TANYA DEREI), YUVAL
20 DEREI, YOSEF NAHUM, (aka JOSEF NAHUM, aka JOE NAHAM, aka YOSI
21 DEREI, aka AVNERY JOSEFY, aka RAYMOND NIELSEN, aka NIELSEN
22 RAYMOND) and others, known and unknown, knowingly and willfully devised and
23 executed a scheme and artifice to defraud customers of Nationwide, and to obtain
24 money belonging to those customers by means of false and fraudulent pretenses,
25 representations, and promises, by luring customers into doing business with
26 Nationwide by offering them low moving estimates, subsequently inflating the price of
27 the move, and thereafter withholding delivery of their goods until they paid the inflated
28 price to Nationwide.

B. Execution of the Scheme to Defraud

71. On or about the dates set forth below, at Kirkland, Woodinville, and other places within the Western District of Washington, and elsewhere, the defendants set forth below with respect to each count, together with other persons known and unknown to the Grand Jury, having devised and intended to devise the above-described scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, did, for the purpose of executing such scheme or artifice, knowingly and willfully transmit and cause to be transmitted, by wire communication in interstate and foreign commerce, the writings, signs, signals, pictures, and sounds described below, each of which constitutes a representative sample of the use of wire communications in interstate and foreign commerce in furtherance of the scheme and artifice to defraud and a separate count of this Fifth Superseding Indictment, as follows:

<u>COUNT</u>	<u>DEFENDANTS</u>	<u>DATE</u>	<u>SENT TO</u>	<u>DESCRIPTION OF ITEM</u>
2	ERIK DERI TANYA DERI YOSEF NAHUM	12/31/02	C. & J.M. in OR	telephone call with initial estimated price of \$1,316.00
3	ERIK DERI TANYA DERI YOSEF NAHUM	1/1/03	B.C. in OR	telephone call with initial estimated price of \$1,300.00
4	ERIK DERI TANYA DERI YOSEF NAHUM	2/1/03	K.W. in OR	telephone call with initial estimated price of \$1,200.00
5	ERIK DERI TANYA DERI YOSEF NAHUM	2/7/03	G.B. in CO	telephone call demanding payment of \$2,535.00, rather than initial estimated price of \$1,100.00
6	ERIK DERI TANYA DERI YOSEF NAHUM	3/1/03	A. & J.B. in CA	telephone call with initial estimated price of \$3,696.00
7	ERIK DERI TANYA DERI YOSEF NAHUM	3/3/03	J.M. in LA	telephone call demanding payment of \$3,132.00, rather than initial estimated price of \$800.00

1	8	ERIK DERI	4/15/03	G.P & C.L.M.	e-mail with initial
2		TANYA DERI		in AZ	estimated price of \$3,850.00
3	9	ERIK DERI	4/29/03	A.J.	e-mail and telephone call with
4		TANYA DERI		in CA	initial estimated price of
5		YUVAL DEREI			\$800.00

All in violation of Title 18, United States Code, Sections 1343 and 2.

COUNTS 10 - 37
(Interference with Commerce by Extortion)

72. Paragraphs 1 through 22 are realleged and incorporated as though fully set forth herein.

73. On or about the dates set forth below, in the Western District of Washington and elsewhere, ERIK DERI, TANYA DERI, (aka TANYA MARTIN, aka TANYA DEREI), YOSEF NAHUM, (aka JOSEF NAHUM, aka JOE NAHAM, aka YOSI DEREI, aka AVNERY JOSEFY, aka RAYMOND NIELSEN, aka NIELSEN RAYMOND) and others, known and unknown, did knowingly and unlawfully obstruct, delay and affect, and attempt to obstruct, delay and affect interstate commerce and the movement of articles and commodities in such commerce by means of extortion, in that defendants unlawfully received money for interstate moving services from customers, with their consent induced by the wrongful use of fear of actual and threatened economic harm.

<u>COUNT</u>	<u>DATE</u>	<u>VICTIM</u>	<u>INTERSTATE MOVE AFFECTED</u>
10	7/17/02	R. & J.B.	goods loaded onto truck in Bellevue, WA by Nationwide moving crew; delivery destination: Hillsboro, OR; Nationwide demanded payment of \$14,000.00, instead of \$4,434.00
11	8/15/02	T.& A.W.	goods loaded onto truck in Springfield, OR by Nationwide moving crew; delivery destination: Ann Arbor, MI; Nationwide demanded payment of \$3,915.00, instead of \$1,100.00

1	12	8/16/02	R.R.	goods loaded onto truck in San Francisco, CA by Nationwide moving crew; delivery destination: Seattle, WA; Nationwide demanded payment of \$25,530.00, instead of \$4,222.12
2				
3				
4	13	8/29/02	T.S.	goods loaded onto truck in Seattle, WA by Nationwide moving crew; delivery destination: Los Angeles, CA; Nationwide demanded payment of \$15,000.00, instead of \$2,386.13
5				
6				
7	14	9/14/02	K.G.	goods loaded onto truck in Seattle, WA by Nationwide moving crew; delivery destination: Knoxville, TN; Nationwide demanded payment of \$2,550.00, instead of \$1,275.00
8				
9				
10	15	10/03/02	D. & D.H.	goods loaded onto truck in Eldorado Hills, CA by Nationwide moving crew; delivery destination: Montrose, CO; Nationwide demanded payment of \$10,000.00, instead of \$2,800.00
11				
12				
13	16	10/14/02	S.L.	goods loaded onto truck in Scottsdale, AZ by Nationwide moving crew; delivery destination: Roseburg, OR; Nationwide demanded payment of \$3,000.00, instead of \$1,295.30
14				
15				
16	17	10/17/02	B.V.	goods loaded onto truck in Portland, OR by Nationwide moving crew; delivery destination: Canton, OH; Nationwide demanded payment of \$4,500.00, instead of \$1,282.50
17				
18				
19	18	10/21/02	J.J.	goods loaded onto truck in Seattle, WA by Nationwide moving crew; delivery destination: Boynton Beach, FL; Nationwide demanded payment of \$16,000.00, instead of \$3,931.00
20				
21				
22	19	11/5/02	A.T.	goods loaded onto truck in Las Vegas, NV by Nationwide moving crew; delivery destination: Seattle, WA; Nationwide demanded payment of \$1,600.00, instead of \$770.00
23				
24				
25	20	11/11/02	A.L. & K.M.	goods loaded onto truck in Seattle, WA by Nationwide moving crew; delivery destination: Pacifica, CA; Nationwide demanded payment of \$5,000.00, instead of \$2,000.00
26				
27				
28				

1	21	11/15/02	R.B.	goods loaded onto truck in Palouse, WA by Nationwide moving crew; delivery destination: Wilmington, NC; Nationwide demanded payment of \$3,473.75, instead of \$1,498.75
2				
3				
4	22	11/29/02	A.H.	goods loaded onto truck in Portland, OR by Nationwide moving crew; delivery destination: Las Vegas, NV; Nationwide demanded payment of \$7,043.00, instead of \$1,044.00
5				
6				
7	23	12/10/02	R.M.	goods loaded onto truck in Union Gap, WA by Nationwide moving crew; delivery destination: Everton, AR; Nationwide demanded payment of \$12,803.00, instead of \$2,180.00
8				
9				
10	24	12/13/02	S.C.	goods loaded onto truck in San Jose, CA by Nationwide moving crew; delivery destination: Seattle, WA; Nationwide demanded payment of \$6,400.00, instead of \$1,900.00
11				
12				
13	25	12/17/02	J. & C.L.	goods loaded onto truck in Redmond, WA by Nationwide moving crew; delivery destination: Austin, TX; Nationwide demanded payment of \$5,300.00, instead of \$2,500.00
14				
15				
16	26	12/28/02	L.B.	goods loaded onto truck in Omaha, NE by Nationwide moving crew; delivery destination: Seattle, WA; Nationwide demanded payment of \$3,784.00, instead of \$1,406.00
17				
18				
19	27	12/30/02	P.T.	goods loaded onto truck in Seattle, WA by Nationwide moving crew; delivery destination: Tucson, AZ; Nationwide demanded payment of \$2,523.00, instead of \$850.00
20				
21				
22	28	12/30/02	S. & D.G.	goods loaded onto truck in Galt, CA by Nationwide moving crew; delivery destination: Leander, TX; Nationwide demanded payment of \$18,790.00, instead of \$2,730.00
23				
24				
25	29	1/3/2003	G.B.	goods loaded onto truck in Issaquah, WA by Nationwide moving crew; delivery destination: Denver, CO; Nationwide demanded payment of \$2,535.00, instead of \$1,100.00
26				
27				
28				

1	30	1/27/03	B.C.	goods loaded onto truck in Portland, OR by Nationwide moving crew; delivery destination: Sherman Oaks, CA; Nationwide demanded payment of \$3,476.10, instead of \$1,300.00
2				
3				
4	31	1/31/03	C. & J.M.	goods loaded onto truck in Gresham, OR by Nationwide moving crew; delivery destination: MESA, AZ; Nationwide demanded payment of \$5,000.00, instead of \$1,316.70
5				
6	32	2/21/03	S. & E.A.	goods loaded onto truck in Woodland Hills, CA by Nationwide moving crew; delivery destination: Revere, MA; Nationwide demanded payment of \$16,000.00, instead of \$3,600.00
7				
8				
9	33	2/24/03	K.W.	goods loaded onto truck in Phoenix, AZ by Nationwide moving crew; delivery destination: Portland, OR; Nationwide demanded payment of \$3,800.00, instead of \$1,200.00
10				
11				
12	34	2/26/03	S.D.	goods loaded onto truck in Seattle, WA by Nationwide moving crew; delivery destination: Antioch, IL; Nationwide demanded payment of \$964.00, instead of \$800.00
13				
14				
15	35	2/27/03	J.M.	goods loaded onto truck in Federal Way, WA by Nationwide moving crew; delivery destination: Bossier City, LA; Nationwide demanded payment of \$3,132.00, instead of \$800.00
16				
17				
18	36	2/28/03	L.S.	goods loaded onto truck in Seattle, WA by Nationwide moving crew; delivery destination: Liverpool, NY; Nationwide demanded payment of \$3,030.00, instead of \$1,296.75
19				
20				
21	37	3/07/03	C.S.	goods loaded onto truck in WA by Nationwide moving crew; delivery destination: Lithia Springs, GA; Nationwide demanded payment of \$6,000.00, instead of \$2,251.00
22				
23				
24				

All in violation of Title 18, United States Code, Sections 1951 and 2.

////////

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COUNTS 38 - 39
(Interference with Commerce by Extortion)

74. Paragraphs 1 through 22 are realleged and incorporated as though fully set forth herein.

75. On or about the dates set forth below, in the Western District of Washington and elsewhere, ERIK DERI, TANYA DERI, (aka TANYA MARTIN, aka TANYA DEREI), YOSEF NAHUM, (aka JOSEF NAHUM, aka JOE NAHAM, aka YOSI DEREI, aka AVNERY JOSEFY, aka RAYMOND NIELSEN, aka NIELSEN RAYMOND), YUVAL DEREI and others, known and unknown, did knowingly and unlawfully obstruct, delay and affect, and attempt to obstruct, delay and affect interstate commerce and the movement of articles and commodities in such commerce by means of extortion, in that defendants unlawfully received money for interstate moving services from customers, with their consent induced by the wrongful use of fear of actual and threatened economic harm.

<u>COUNT</u>	<u>DATE</u>	<u>VICTIM</u>	<u>INTERSTATE MOVE AFFECTED</u>
38	3/15/03	A.K.	goods loaded onto truck in Portland, OR by Nationwide moving crew; delivery destination: Carlsbad, CA; Nationwide demanded payment of \$2,990.00, instead of \$1,750.00
39	3/24/03	D.C.	goods loaded onto truck in Seattle, WA by Nationwide moving crew; delivery destination: Los Angeles, CA; Nationwide demanded payment of \$2,200.00, instead of \$1,100.00

All in violation of Title 18, United States Code, Sections 1951 and 2.

COUNTS 40 - 46
(Interference with Commerce by Extortion)

76. Paragraphs 1 through 22 are realleged and incorporated as though fully set forth herein.

1 77. On or about the dates set forth below, in the Western District of
2 Washington and elsewhere, ERIK DERI, TANYA DERI, (aka TANYA MARTIN, aka
3 TANYA DEREI), YUVAL DEREI and others, known and unknown, did knowingly
4 and unlawfully obstruct, delay and affect, and attempt to obstruct, delay and affect
5 interstate commerce and the movement of articles and commodities in such commerce
6 by means of extortion, in that defendants unlawfully received money for interstate
7 moving services from customers, with their consent induced by the wrongful use of
8 fear of actual and threatened economic harm.

<u>COUNT</u>	<u>DATE</u>	<u>VICTIM</u>	<u>INTERSTATE MOVE AFFECTED</u>
40	4/18/03	M. & S.A.	goods loaded onto truck in Beaverton, OR by Nationwide moving crew; delivery destination: Vancouver, WA; Nationwide demanded payment of \$630.00, instead of \$480.00
41	5/13/03	K. & D.B.	goods loaded onto truck in Bothell, WA by Nationwide moving crew; delivery destination: Gottlefftsville, TN; Nationwide demanded payment of \$8,400.00, instead of \$3,780.00
42	5/19/03	C.L.M.	goods loaded onto truck in Gilbert, AZ by Nationwide moving crew; delivery destination: White Post, VA; Nationwide demanded payment of \$12,8260.00, instead of \$3,850.00
43	5/28/03	A.J.	goods loaded onto truck in Berkley, CA by Nationwide moving crew; delivery destination: Margate, FL; Nationwide demanded payment of \$1,400.00, instead of \$800.00
44	6/27/03	N.K.	goods loaded onto truck in Seattle, WA by Nationwide (dba American Star) moving crew; delivery destination: Las Vegas, NV; American Star crew demanded payment of \$2,830.00, instead of \$1,595.00; YUVAL DEREI and ERIK DERI both demanded payment of inflated price before goods would be delivered

1 45 7/01/03 J.J. goods loaded onto truck in Los Angeles, CA
2 by Nationwide (dba American Star) moving
3 crew; delivery destination: San Antonio, TX;
American Star demanded payment of
\$3,400.00, instead of \$1,300.00

4 46 7/11/03 C.R. goods loaded onto truck in Seattle, WA by
5 Nationwide (dba American Star) moving crew;
6 delivery destination: Gaithersburg, MD;
American Star demanded payment of
\$3,170.00, instead of \$1,428.70

7 All in violation of Title 18, United States Code, Sections 1951 and 2.

8
9 **COUNT 47**
(Use of False Passport)

10 78. On or about August 26, 2002, within the Western District of Washington,
11 the defendant YOSEF NAHUM, (aka JOSEF NAHUM, aka JOE NAHAM, aka YOSI
12 DEREI, aka AVNERY JOSEFY, aka RAYMOND NIELSEN, aka NIELSEN
13 RAYMOND), willfully and knowingly used and attempted to use a false, forged, and
14 counterfeited passport, in that the defendant submitted and used a false, forged and
15 counterfeited Belgian passport in the name of "Raymond Nielsen," # EC 510402, as
16 proof of identity for purposes of obtaining a private mail box for the receipt of mail
17 through the United States postal system.

18 All in violation of Title 18, United States Code, Section 1543.

19
20 **COUNT 48**
(False Statement)

21 79. On or about April 17, 2003, in the Western District of Washington, in a
22 matter within the jurisdiction of United States Immigration and Customs Enforcement
23 ("ICE"), an agency of the United States, the defendant, TANYA DERI, knowingly and
24 willfully made and caused to be made a false and fraudulent material statement and
25 representation, in that the defendant, in her avowed capacity as the owner of
26 Nationwide Moving Systems, affirmatively stated and represented to a Special Agent
27 of ICE that an individual by the name of ~~JOSEPH NEHAM~~ ^{YOSEF NAHUM} was not then, and had not
28 been employed by Nationwide Moving Systems, that ~~JOSEPH NEHAM~~ ^{YOSEF NAHUM} had just

1 "helped out" at Nationwide Moving Systems as a family member for a period of
2 approximately two months, and then had returned to Israel; when in truth, and as
3 TANYA DERI then well knew, ^{YOSEF NAHUM E.W.} ~~JOSEPH NEHAM~~, (aka YOSEF NAHUM, aka
4 RAYMOND NIELSON) had been employed by Nationwide Moving Systems for a
5 period of approximately ten months as a household goods moving foreman, supervisor
6 and manager, and had not returned to Israel, but had instead remained in the United
7 States where he was then continuing to work, for pay, in the household goods moving
8 industry.

9 All in violation of Title 18, United States Code, Section 1001.

10
11 **COUNT 49**
12 **(False Statement)**

13 80. On or about April 22, 2003, in the Western District of Washington, in a
14 matter within the jurisdiction of United States Immigration and Customs Enforcement
15 ("ICE"), an agency of the United States, the defendant, TANYA DERI, knowingly and
16 willfully falsified, concealed, and covered up by trick, scheme and device a material
17 fact, in that the defendant, in her avowed capacity as the owner of Nationwide Moving
18 Systems, and in response to a subpoena from ICE commanding her to submit Forms I-
19 9 for "all employees" then currently working for Nationwide Moving Systems,
20 intentionally failed to include among the Form I-9's she submitted to ICE a Form I-9
21 for YUVAL DEREL, who, in truth and as TANYA DERI then well knew, was
22 employed by Nationwide Moving Systems as a manager and supervisor, and whose
23 employment, as TANYA DERI then well knew, was required to be reported to ICE.

24 All in violation of Title 18, United States Code, Section 1001.

25 /////

26 /////

COUNT 50
(False Statement)

81. On or about July 2, 2003, in the Western District of Washington, in a matter within the jurisdiction of United States Immigration and Customs Enforcement ("ICE"), an agency of the United States, the defendant, TANYA DERI, knowingly and willfully made and caused to be made a false, fictitious, and fraudulent material statement and representation, and knowingly and willfully falsified, concealed, and covered up by trick, scheme and device a material fact, in that the defendant, in her avowed capacity as the owner of Nationwide Moving Systems, submitted to a Special Agent of ICE a list of current employees of Nationwide Moving Systems that was a false, fraudulent and incomplete employee list, and did not include the name of YUVAL DEREI, who, in truth and as TANYA DERI then well knew, was employed by Nationwide Moving Systems as a manager and supervisor, and whose employment, as TANYA DERI then well knew, was required to be reported to ICE.

All in violation of Title 18, United States Code, Section 1001.

COUNT 51
(False Statement)

82. On or about October 2, 2002, in the Western District of Washington, in a matter within the jurisdiction of the Immigration and Naturalization Service ("INS"), an agency of the United States, the defendant, YUVAL DEREI, knowingly and willfully made and caused to be made a false, fictitious, and fraudulent material statement and representation, in that the defendant, who was then present in the United States in a B-2, Visitor for Pleasure Status, completed, signed under penalty of perjury, and submitted to the INS a Form I-539, Application to Extend Nonimmigrant Status, in which form YUVAL DEREI stated and represented falsely that he had not been employed in the United States since he was last admitted or granted an extension of status, when in truth, and as YUVAL DEREI then well knew, he had been employed and worked for pay in the United States in the household goods moving industry,

1 without having obtained authorization for such employment from the INS, and was
2 prohibited from such employment by virtue of his B-2 Visitor for Pleasure Status.

3 All in violation of Title 18, United States Code, Section 1001.

4
5 **COUNT 52**
6 **(False Statement)**

7 83. On or about April 14, 2003, in the Western District of Washington, in a
8 matter within the jurisdiction of the Citizenship and Immigration Service ("CIS"), an
9 agency of the United States, the defendant, YUVAL DEREI, knowingly and willfully
10 made and caused to be made a false, fictitious, and fraudulent material statement and
11 representation, in that the defendant, who was then present in the United States in a B-
12 2, Visitor for Pleasure Status, completed, signed under penalty of perjury, and
13 submitted to the INS a Form I-539, Application to Extend Nonimmigrant Status, in
14 which form YUVAL DEREI stated and represented falsely that he had not been
15 employed in the United States since he was last admitted or granted an extension of
16 status, when in truth, and as YUVAL DEREI then well knew, he had been employed
17 and worked for pay in the United States in the household goods moving industry
18 without having obtained authorization for such employment from the CIS, and was
19 prohibited from such employment by virtue of his B-2 Visitor for Pleasure Status.

20 All in violation of Title 18, United States Code, Section 1001.

21 **FORFEITURE**

22 84. The allegations of Counts 2 through 46 of this Indictment are realleged
23 and incorporated by reference for the purpose of alleging forfeiture to the United States
24 of America of certain property in which one or more of the defendants have an interest,
25 pursuant to the provision of Title 18, United States Code, Section 981(a)(1)(C).

26 85. Upon conviction of any violation of Title 18, United States Code,
27 Sections 1343 and 1951, each defendant shall forfeit to the United States any property,
28 real or personal, constituting or derived from proceeds traceable to such violation,

1 pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United
2 States Code, Section 2461(c), including, but not limited to, the following:

- 3 A) One 1999 Mitsubishi Fuso truck
 VIN # JW6DEMIE2XM000668;
- 4 B) One 2002 Toyota Tacoma truck
 VIN # 5TEHN72N62Z132317;
- 5 C) One 1999 Mazda Miata automobile
 VIN # JMINB3534X0102156
- 6 D) all the contents of Bank of America account # 23260904, in the
7 name of Nationwide Moving Systems , LLC.
- 8

9 86. If any of the property or proceeds described above as being subject to
10 forfeiture pursuant to any violation of Title 18, United States Code, Sections 1343 and
11 1951, as a result of any act or omission of the defendants:

- 12 A) cannot be located upon the exercise of due diligence;
- 13 B) has been transferred, or sold to, or deposited with a third person;
- 14 C) has been placed beyond the jurisdiction of the Court;
- 15 D) has been substantially diminished in value; or
- 16 E) has been commingled with other property which cannot be
17 subdivided without difficulty;
- 18

19 it is the intent of the United States, pursuant to Title 21, United States Code, Section
20 853(p), as incorporated by Title 28, United States Code, Section 2461(c), to seek
21 forfeiture of any other property of the defendants up to the value of the above
22 forfeitable property or to seek the return of the property to the jurisdiction of the Court
23 so that the property may be seized and forfeited.

24 All pursuant to the provisions of Title 18, United States Code, Section
25 981(a)(1)(C), Title 28, United States Code, Section 2461(c), and Title 21, United States
26 Code, Section 853.

ADDITIONAL ALLEGATIONS

The Grand Jury further alleges that:

87. The combined actual and intended loss to the victims of the criminal conduct of Defendants ERIK DERI, TANYA DERI, YOSEF NAHUM, and YUVAL DEREI, as charged in Counts 1, 2-9, and 10-46, and in related criminal conduct as against other victims during the period beginning on or about May 1, 2002, and continuing until on or about July 15, 2003, exceeds \$1,000,000.00. (USSG §2B1.1(b)(1)(I), *Commentary, Application Note 2.A.*; 2002 ed.)

88. More than 50 people were victims of the criminal conduct of Defendants ERIK DERI, TANYA DERI, YOSEF NAHUM, and YUVAL DEREI as charged in Counts 1, 2-9, and 10-46, and of related criminal conduct of Defendants ERIK DERI, TANYA DERI, YOSEF NAHUM, and YUVAL DEREI during the period beginning on or about May 1, 2002, and continuing until on or about July 15, 2003. (USSG §2B1.1(b)(2)(B); 2002 ed.)

89. With respect to the criminal conduct charged in Counts 1, 43-46, Defendants ERIK DERI and TANYA DERI fraudulently provided household goods moving services in violation of prior, specific administrative orders, decrees and processes of State and Federal regulatory and licensing agencies. (USSG §2B1.1(b)(7)(C); 2002 ed.)

90. With respect to Counts 1, 2-9, and 10-46, Defendants ERIK DERI, TANYA DERI, YOSEF NAHUM, and YUVAL DEREI were involved in a scheme in which they fraudulently rendered services to the victims by falsely posing as licensed professionals. (USSG §2B1.1, *Commentary, Application Note 2.F.v.I.*; 2002 ed.)

91. With respect to Counts 1, 2-9, and 10-46, Defendants ERIK DERI and TANYA DERI knew or should have known that the victims of the offenses were vulnerable victims who were particularly susceptible to the criminal conduct; and further, that the offenses charged in Counts 1, 2-9, and 10-46 involved a large number of such vulnerable victims. (USSG §3A1.1(b)(1) and (2); 2002 ed.)

1 92. With respect to Counts 1, 2-7, and 10-39, Defendant YOSEF NAHUM
2 knew or should have known that the victims of the offenses were vulnerable victims
3 who were particularly susceptible to the criminal conduct; and further, that the offenses
4 charged in Counts 1, 2-7, and 10-39 involved a large number of such vulnerable
5 victims. (USSG §3A1.1(b)(1) and (2); 2002 ed.)

6 93. With respect to Counts 1, 8-9, and 38-46, Defendant YUVAL DEREI
7 knew or should have known that the victims of the offenses were vulnerable victims
8 who were particularly susceptible to the criminal conduct; and further, that the offenses
9 charged in Counts 1, 8-9, and 38-46 involved a large number of such vulnerable
10 victims. (USSG §3A1.1(b)(1) and (2); 2002 ed.)

11 94. With respect to Counts 1, 2-9, and 10-46, Defendant ERIK DERI was an
12 Organizer and Leader of a criminal activity that involved five or more participants and
13 was otherwise extensive. (USSG §3B1.1(a); 2002 ed.)

14 95. With respect to Counts 1, 2-7, and 10-39, Defendant TANYA DERI
15 exercised management responsibility over the property, assets, and activities of a
16 criminal organization. (USSG §3B1.1(a), *Commentary, Application Note 2*; 2002 ed.)

17 96. With respect to Counts 1, 2-7, and 10-39, Defendant YOSEF NAHUM
18 was a Manager and Supervisor of a criminal activity that involved five or more
19 participants and was otherwise extensive. (USSG §3B1.1(b); 2002 ed.)

20 97. With respect to Counts 1, 8-9, and 38-46, Defendant YUVAL DEREI was
21 a Manager and Supervisor of a criminal activity that involved five or more participants
22 and was otherwise extensive. (USSG §3B1.1(b); 2002 ed.).

23 98. With respect to the criminal conduct charged in Counts 1, 2-7, and 10-39,
24 Defendant YOSEF NAHUM willfully obstructed and impeded, or attempted to
25 obstruct and impede, the administration of justice during the course of the investigation
26 and prosecution of the charged offense, which obstructive conduct related to Count 47
27 and other relevant conduct, by producing or attempting to produce a false, altered, and
28

1 counterfeit document or record during an official investigation and judicial proceeding,
2 and by providing materially false information to a judge or magistrate.
3 (USSG §3C1.1, *Commentary, Application Notes 4.(c) and (f)*; 2002 ed.)
4

5 A TRUE BILL: 09/09/04

6
7 Wally Eschborn 09/09/04
8 FOREPERSON DATE

9 [Signature]
10 JOHN McKAY
11 United States Attorney

12 [Signature]
13 FLOYD G. SHORT
14 Assistant United States Attorney

15 [Signature]
16 KATHRYN A. WARMA
17 Assistant United States Attorney

18 [Signature]
19 RICHARD E. COHEN
20 Assistant United States Attorney